IN THE HIGH COURT OF JUDICATURE, ANDHRA PRADESH
AT HYDERABAD

(Special Original Jurisdiction)

THURSDAY, THE TWENTY FIFTH DAY OF NOVEMBER
TWO THOUSAND AND FOUR

PRESENT

THE HON'BLE MR JUSTICE L.NARASIMHA REDDY

-

WRIT PETITION NO : 20558 of 2004

Between:

1. Sri I.Seetharam Reddy, S/o I.Raghava Reddy,
R/o 17-1-382/H/16 U, New Balajinagar, Karmanghat,
Ranga Reddy District
2 Smt.I.Venkatamma, W/o I.Seetharam Reddy,
R/o 17-1-382/H/16U, New Balajinagar, Karmanghat, Hyderabad,
Ranga Reddy District

.... PETITIONERS

AND

The District Manager, APSCSCL, Ranga Reddy District
IV Floor, New Building Collectorate Complex, Saifabad, Hyderabad

.....RESPONDENT

Petition under Article 226 of the Constitution of India praying that in the circumstances stated in the Affidavit filed herein the High Court may be pleased to issue a Writ, Order or direction more particularly one in the nature of Writ of Mandamus declaring the action of the Respondent for declaration of the contractors in the absence of the Joint Collector is illegal and arbitrary and set aside the orders passed by the Respondent in respect of Tenders which was held on 29-10-2004 in the Ranga Reddy District for 13 M.L.S.points including Ghatkesar, Shamshabad, Chevella and pass such other order or orders in the interest of justice

Counsel for the Petitioners: MR.BOLLAM LINGAIAH YADAV

Counsel for the Respondent : MR.M.B.THIMMA REDDY, STANDINC COUNSEL

The Court, at the stage of admission, made the following :

ORDER:

This writ petition is filed seeking a declaration that the action of the respondent in the matter of awarding contracts and undertaking negotiations therefor as illegal and arbitrary.

The petitioners are husband and wife. In response to a tender notice for award of stage-II transport contract to the M.L.S. point for three Mandals, viz., Shamshabad, Ghatkesar and Chevella, they submitted tenders. According to them, though they emerged as the lowest tenderers and offered competitive bids during the negotiation, they were not accepted. It is alleged that while undertaking negotiations for the contract, in relation to Chevella Mandal, the 2nd petitioner was not permitted, and as regards Ghatkesar Mandal, though the representative of the 2nd petitioner was present, he was not permitted to participate.

Respondent filed a counter affidavit. It is stated that the contract, in relation to Shamsabad Mandal, was awarded to the 1st petitioner. As regards Chevella Mandal, it is stated that the tender of the 2nd petitioner was at Rs.5.14 ps up to 8 KMs and Rs.0.18 ps beyond 8 KMs, whereas that of one N.Ravindra Reddy was at Rs.4/- up to 8 KMs and Rs.0.10 ps beyond 8 KMs. It is stated that there were three more tenderers in the negotiations that were undertaken; except the lowest tenderer none had turned up.

Respondent states that over the Chevella Mandal, out of three tenderers, the rates quoted by the 1st petitioner were highest, and since the results in the two negotiations were not satisfactory, a third round of negotiation is undertaken. It is pleaded that the 1st petitioner would be given ample opportunity to participate in

that.

Heard the learned counsel for the petitioners and the learned counsel for the respondent.

The dispute in the writ petition is only in relation to the contracts for the Mandals of Chevella and Ghatkesar. For the Chevella Mandal, the rates quoted by the 2nd petitioner were on the higher side. Even if the allegation of the 2nd petitioner that she was not permitted to participate in the negotiations, her grievance can be attended to, if only the contract was awarded to anyone, who quoted a higher rate than that of her in the tenders. The record discloses that it was the lowest tenderer alone, who had participated in the negotiations. Any tenderer can canvass any grievance, if only, a person who offered a higher rate in the tender, was awarded the contract during the course of negotiation, by excluding him. Such a situation does not exist here.

So far as the contract for Ghatkesar Mandal is concerned, it is still at the stage of negotiations. Strictly speaking, the 1st petitioner is the highest tenderer and he cannot have any vested or legal right to insist on award of contract to him. If the rates quoted in the tenders are to be taken into account, he stands excluded. In all fairness to him, respondent had undertaken a third round of negotiations, and the petitioner can certainly participate in that. Therefore, this Court does not see any ground to grant any relief to the petitioners.

The writ petition is accordingly dismissed leaving it open to the 1st petitioner to participate in the negotiations for the award of contract for Ghatkesar Mandal. Respondent shall intimate the date of such negotiation to the 1st petitioner. There shall be no order as to costs.

-

_____

L.NARASIMHA REDDY, J

Dated : 25th November, 2004

Note: Furnish copy in

two days.

(B/o.)

Ts

To

1. The District Manager, APSCSCL, Ranga Reddy District
   IV Floor, New Building Collectorate Complex, Saifabad, Hyderabad

2. 2CD copies